

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA

In re:  
Kevin M. Sykes,  
Debtor(s)

Chapter 7 Case

2005 JUL 25 PM 5:20  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT  
OF GEORGIA

Bky. No. 05-91141-JB

AGREEMENT TO REAFFIRM DEBT/ASSUMPTION OF LEASE

1. On the date this case was filed, Kevin M. Sykes was indebted to General Motors Acceptance Corporation ("Creditor") based upon a Lease dated December 31, 2002 (the "Lease").
2. Creditor owns and leases to Kevin M. Sykes a N03 HUMMHUMMER VIN/HIN: 5GHCN23U43H120737.
3. The undersigned hereby reaffirms all obligations contained in the Lease pursuant to Bankruptcy Code Section 524 and, to the extent applicable, assumes the Lease pursuant to Bankruptcy Code Section 365. The undersigned agrees to comply with all terms and conditions contained in the Lease including making each monthly payment as it becomes due and maintaining adequate insurance coverage as provided in the Lease. The undersigned further agrees to bring all past due payments (if any) due under the Lease, including any late charges, current immediately.
4. This Agreement incorporates all the terms and conditions of the documents evidencing the above-described indebtedness, except as otherwise specifically stated in this Agreement.
5. **THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, UNDER NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH SUBSECTION 524(c) OF THE BANKRUPTCY CODE.**

**NOTICE TO THE DEBTOR(S): THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY DAYS AFTER THIS AGREEMENT IS FILED WITH COURT, WHICHEVER OCCURS LATER, BY GIVING WRITTEN NOTICE TO CREDITOR AT THE ADDRESS SET FORTH BELOW.**

Dated

6/29/05

Debtor

Dated

Debtor

Dated

7-20-05

GENERAL MOTORS ACCEPTANCE CORPORATION

By

K. Lee, Agent  
2740 Arthur Street  
Roseville, MN 55113-1303  
(651) 367-2000

**DECLARATION OF ATTORNEY FOR DEBTOR(S)**

The undersigned hereby declares, under penalty of perjury, as follows: I am the attorney who has represented the Debtor(s) during the course of negotiating the above Agreement. This Agreement represents a fully informed and voluntary agreement by Debtor(s), and does not impose any undue hardship on the Debtor(s) or a dependent of the Debtor(s). I have fully advised the Debtor(s) of the legal effect and consequences of the agreement of the kind specified in Section 524(c) of the Bankruptcy Code and any default under such agreement.

Dated

6/29/05

GLENN E COOPER, Attorney for Debtor(s)